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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BOARDS OF TRUSTEES OF THE  
LOCAL 191 I.B.E.W. HEALTH AND  
WELFARE TRUST FUND; LOCAL 191  
I.B.E.W. MONEY PURCHASE PLAN;  
NORTHWEST WASHINGTON  
ELECTRICAL INDUSTRY JOINT  
APPRENTICESHIP & TRAINING  
TRUST; NATIONAL ELECTRICAL  
BENEFIT FUND,

Plaintiffs,

v.

TKK LLC, a Washington limited liability  
company, UBI NO. 603617711,

Defendant.

NO.

COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING  
AGREEMENT

For their complaint, plaintiffs allege as follows:

I. PARTIES & JURISDICTION

COMPLAINT FOR BREACH OF COLLECTIVE  
BARGAINING AGREEMENT – 1

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1. Plaintiffs are the Boards of Trustees of the Local 191 I.B.E.W. Health and Welfare Trust Fund, the Local 191 I.B.E.W. Money Purchase Plan, the Northwest Washington Electrical Industry Joint Apprenticeship and Training Trust, and the National Electrical Benefit Fund (collectively, “Trust Funds”).

2. The Trust Funds are joint labor-management trust funds under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 *et seq.* as amended. The Trust Funds bring this action pursuant to sections 502(a)(3) and 515 of ERISA, 29 U.S.C. §§1132(a)(3) and 1145.

3.       TKK LLC is a Washington limited liability company (hereafter “TKK”), engaged in business within the jurisdiction of this Court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. TTK's primary business location is 1385 Admiral Place, Ferndale, Washington 98248.

5. Jurisdiction over the defendant is conferred by Sections 502(g)(2) and 515 of ERISA. 29 U.S.C. §§1132(g)(2) and 1145.

6. ERISA §502, 29 U.S.C. §1132 provides that suit may be brought to enforce the terms of the Trust Agreements and for the collection of delinquent contributions.

7. This court has subject matter jurisdiction pursuant to Section 502(a)(3) of ERISA, 29 U.S.C. 1132(a)(3).

## II. VENUE

8. The Trust Funds are administered in King County, Washington.

## COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 2

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9. Pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), venue is appropriate in this Court.

### III. CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING AGREEMENT

10. Plaintiffs re-allege the facts set forth in paragraphs 1 through 9 above as if stated fully herein, and further allege as follows:

11. At all times material, TTK has been signatory to the Inside Wireman collective bargaining agreement (“CBA”) with Cascade Chapter, N.E.C.A. and the Trust Funds. A true and correct copy of the Letter of Assent is attached as Exhibit A.

12. On March 21, 2022, Kyle Eggleston, identifying himself as “Managing Member” executed the attached Letter of Assent on behalf of TTK.

13. TTK’s Letter of Assent further provide that the Assent “... shall remain in effect until terminated by the undersigned employer giving written notice to the Cascade Chapter NECA and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.”

14. TTK has not terminated its Letter of Assent.

15. The Letter of Assent incorporates by reference the terms and conditions of the following collective bargaining agreements (“CBAs”):

*Inside Wireman Collective Bargaining Agreement between Cascade Chapter, National Electrical Contractors Association and Local Union #191 International Brotherhood of Electrical Workers (“Inside Wireman Agreement”)*

COMPLAINT FOR BREACH OF COLLECTIVE  
BARGAINING AGREEMENT – 3

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1           16. By signing the Letter of Assent, TKK agreed to make fringe benefit  
2 contributions to the Trust Funds and agreed “to comply with, and be bound by, all of the  
3 provisions contained in said current and subsequent approved labor agreements.”

4           17. The CBA states that signatory employers agree “to be bound by the provisions  
5 of the Trust Agreements creating the jointly trusteed funds, and all amendments hereafter  
6 adopted and agrees to accept as its representatives, the initial Employer Trustees and their  
7 lawfully appointed successors.”

8           18. The CBA and Trust Agreements require TKK to make contributions to the  
9 Trust Funds on behalf of covered employees.

10           19. At all material times, TKK has employed employees for whom employee  
11 benefit contributions are due pursuant to the terms of the CBA and Trust Agreements.

12           20. TKK has failed to timely make employee benefit contributions to the Trust  
13 Funds beginning July 2022.

14           21. TKK owes \$33,807.77 in unpaid employee benefit contributions to the Trust  
15 Funds for August and September 2022.

16           22. TKK owes an unknown amount of contributions to the Trust Funds for  
17 October 2022 through current. The total amount shall be proved on motions or at trial.

18           23. Under the terms of the Trust Agreements and CBA, and under federal statutory  
19 law, TKK is obligated to pay liquidated damages, interest, reasonable attorney’s fees, and  
20 costs and expenses of suit.

21           24. TKK owes \$4,570.46 in liquidated damages and \$325.90 in interest (calculated  
22 through November 8, 2022) for July through September 2022.

COMPLAINT FOR BREACH OF COLLECTIVE  
BARGAINING AGREEMENT – 4

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1           25.     TKK owes an unknown amount in liquidated damages, interest, attorney's fees  
2 and costs for October 2022 through current. The total amount shall be proved on motions or at  
3 trial.

4                               IV. PRAYER FOR RELIEF

5           Plaintiffs request the Court enter the following relief:

- 6           A.     For judgment against TKK LLC for no less than \$38,704.14 comprised of  
7                 \$33,807.77 in contributions, \$4,570.46 in liquidated damages and \$325.90 in  
8                 interest (calculated through November 8, 2022),  
9           B.     For judgment against TKK LLC for all amounts found to be due and owing for  
10                October 2022 through the date of judgment herein;  
11           C.     For reasonable attorneys' fees, costs, and expenses of suit; and  
12           D.     For such other and further relief as this court deems just and equitable.

13           DATED this 18<sup>th</sup> day of November, 2022.

14                               /s/ Douglas M. Lash  
15                               Douglas M. Lash, WSBA # 48531  
16                               BARLOW COUGHRAN  
17                               MORALES & JOSEPHSON, P.S.  
18                               Attorneys for the Plaintiff Trust Funds  
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